

*Final*

**AGREEMENT OF TERMS OF EMPLOYMENT BETWEEN**

**THE BOROUGH OF HADDON HEIGHTS,  
A MUNICIPAL CORPORATION**

**AND**

**HADDON HEIGHTS POLICEMEN'S BENEVOLENT ASSOCIATION  
LOCAL NO. 328  
SERGEANTS, DETECTIVES, AND PATROLMEN**

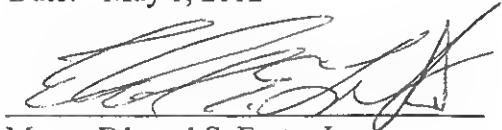
**January 1, 2012 December 31, 2014**

**RESOLUTION 2012:87**

**RESOLUTION RATIFYING POLICE CONTRACT  
FOR THE PERIOD OF  
JANUARY 1, 2012 THROUGH DECEMBER 31, 2014**

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Haddon Heights, County of Camden, State of New Jersey that the contract between the Borough of Haddon Heights and the Haddon Heights Policemen's Benevolent Association Local No. 328 (Sergeants, Detectives and Patrolmen), covering the period of January 1, 2012 through December 31, 2014 is hereby ratified.

Date: May 1, 2012

  
\_\_\_\_\_  
Mayor Edward S. Forte, Jr.

Attest Joan D. Moreland  
Borough Clerk

I, Joan Moreland, Borough Clerk of the Borough of Haddon Heights do hereby certify that the above is a true and complete copy of a Resolution adopted by the Governing Body on May 1, 2012.

Joan D. Moreland  
Joan D. Moreland, RMC/MMC  
Borough Clerk

## **ARTICLE I - RECOGNITION**

The Borough, pursuant to Public Employment Relations Commission Docket No. RO-90-24, recognizes P.B.A. Local #328, for the purpose of collective negotiations for all police employees employed by the Borough, including Patrolman, Sergeants, Detectives, but excluding the Captain, Chief, Crossing Guards, Dispatchers, and all other employees employed by the Borough, Professional Employees, Non-Police Employees, Managerial Executives, Confidential Employees, Firefighters, Craft Employees and Supervisors within the meaning of New Jersey Employer-Employee Relations Act.

## **ARTICLE II - MANAGEMENT RIGHTS**

- A. The Borough hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the forgoing, the following rights:
1. To the executive management the administrative control of the Borough Government and its properties and facilities and the activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough;
  2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
  3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after thirty (30) days advance notice to the PBA and advance notice thereof to the employees.

- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof and then only insofar as they are in conformity with the Constitution and Laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Borough of its powers, rights, authority, duties and responsibilities under R.S.40, 40A and R.S. II or any other national, states, county or local laws or ordinances.

### **ARTICLE III - TERM OF AGREEMENT**

This Agreement shall apply from January 1, 2012 to December 31, 2014, a period of three (3) years.

### **ARTICLE IV - SALARY PROVISIONS**

- A. Effective January 1, 2012, the parties agree that the current ten (10)-step wage guide shall be elongated to a fifteen (15) step wage guide.
- B. The parties agree that prior to the January 1<sup>st</sup> across-the-board wage increases of .725% in 2012, 2.0% in 2013 and 2.0% in 2014, the Sergeant's step and Step 15 shall be adjusted by \$1,000 in consideration of the elimination of certain contractual economic provisions, including but not limited to Article XI11(C-E) and thereafter, the Steps 1 through 15 shall be equalized. The parties' wage guide is shown below:

<b><u>Wage Guide</u></b>	<b><u>2011</u></b>	<b><u>2012</u></b>	<b><u>2013</u></b>	<b><u>2014</u></b>
Sergeant	\$93,941	\$95,629	\$97,542	\$99,493
Step 15		\$90,437	\$92,246	\$94,091
Step 14		\$86,315	\$88,042	\$89,803
Step 13		\$82,194	\$83,838	\$85,515
Step 12		\$78,072	\$79,634	\$81,227

Step 11		\$73,951	\$75,430	\$76,938
Step 10	\$88,786	\$69,829	\$71,226	\$72,650
Step 9	\$82,652	\$65,708	\$67,022	\$68,362
Step 8	\$76,518	\$61,586	\$62,818	\$64,074
Step 7	\$70,385	\$57,465	\$58,614	\$59,786
Step 6	\$64,250	\$53,343	\$54,410	\$55,498
Step 5	\$58,116	\$49,222	\$50,206	\$51,210
Step 4	\$51,983	\$45,100	\$46,002	\$46,922
Step 3	\$45,849	\$40,979	\$41,798	\$42,634
Step 2	\$39,716	\$36,857	\$37,594	\$38,346
Step 1	\$33,581	\$32,736	\$33,390	\$34,058

- C. The parties agree that all current officers are slotted on the above Guide to assure no loss of compensation from their 2011 compensation, regardless of years of service. The individual officers' compensation for the contract term is as set forth below:

<u>Name</u>	<u>2012 Wage</u>	<u>2013 Wage</u>	<u>2014 Wage</u>
Sgt. Bruce Koch	\$95,629	\$97,542	\$99,493
Sgt. Robert Long	\$95,629	\$97,542	\$99,493
Sgt. Kevin Garemore	\$95,629	\$97,542	\$99,493
Sgt. Tom Reilly	\$95,629	\$97,542	\$99,493
Sgt. Michael Scardino	\$95,629	\$97,542	\$99,493
Det. Stephan Graham	\$90,437	\$92,246	\$94,091
P.O. John Whitman	\$57,465	\$62,818	\$68,362
P.O. Jason Volpe	\$57,465	\$62,818	\$68,362
P.O. Tom Schneider	\$53,343	\$58,614	\$64,074
P.O. Mike Smollock	\$53,343	\$58,614	\$64,074
P.O. Steve Papaycik	\$49,222	\$54,410	\$59,786
P.O. Brett Lightner	\$36,857	\$46,002	\$51,210
P.O. New Hire 2012	\$36,857	\$46,002	\$51,210

- Each officer shall receive his or her shown compensation on January 1<sup>st</sup> of each year of the contract term.
- On and after December 31, 2014 at midnight, officers will, on their anniversary date, progress one-step annually on the wage guide until they reach top step.

3. Any officer who is promoted to Sergeant after January 1, 2012, shall receive the greater of Ten Thousand (\$10,000) Dollars or twenty-five (25%) percent of the differential between their current step or rank and that of the rank position being promoted to for each year until the officer reaches the negotiated pay for Sergeant.

a. Examples:

The schedule/example of the wage of an officer promoted to Sergeant in each of the following years 2012, 2013 and 2014. Once promoted, the officer is subject to the formula until he/she reaches full sergeant's pay. The chart below shows the how the above terms would be applied to an officer promoted in each year as applicable to the officer's step when promoted. The bolded numbers represent the step/salary when promoted.

			<u>2012</u>	<u>2013</u>	<u>2014</u>
2012	Step 15	<b>\$90,437</b>	\$95,629	\$97,542	\$99,493
	Step 14	<b>\$86,315</b>	\$95,629	\$97,542	\$99,493
	Step 13	<b>\$82,194</b>	\$92,194	\$97,542	\$99,493
	Step 12	<b>\$78,072</b>	\$88,072	\$97,542	\$99,493
	Step 11	<b>\$73,951</b>	\$83,951	\$93,951	\$99,493
	Step 10	<b>\$69,829</b>	\$79,829	\$89,829	\$99,493
	Step 9	<b>\$65,708</b>	\$75,708	\$85,708	\$95,708
	Step 8	<b>\$61,586</b>	\$71,586	\$81,586	\$91,586
	Step 7	<b>\$57,465</b>	\$67,465	\$77,465	\$87,465
	Step 6	<b>\$53,343</b>	\$63,915	\$73,915	\$83,915
	Step 5	<b>\$49,222</b>	\$60,824	\$70,824	\$80,824
	Step 4	<b>\$45,100</b>	\$57,732	\$67,732	\$77,732
2013	Step 15		<b>\$92,246</b>	\$97,542	\$99,493
	Step 14		<b>\$88,042</b>	\$97,542	\$99,493
	Step 13		<b>\$83,838</b>	\$93,838	\$99,493
	Step 12		<b>\$79,634</b>	\$89,634	\$99,493
	Step 11		<b>\$75,430</b>	\$85,430	\$95,430
	Step 10		<b>\$71,226</b>	\$81,226	\$91,226
	Step 9		<b>\$67,022</b>	\$77,022	\$87,022
	Step 8		<b>\$62,818</b>	\$72,818	\$82,818
	Step 7		<b>\$58,614</b>	\$68,614	\$78,614
	Step 6		<b>\$54,410</b>	\$65,193	\$75,193
	Step 5		<b>\$50,206</b>	\$62,040	\$72,040
	Step 4		<b>\$46,002</b>	\$58,887	\$69,039
2014	Step 15			<b>\$94,091</b>	\$99,493
	Step 14			<b>\$89,803</b>	\$99,493

Step 13	\$85,515	\$95,515
Step 12	\$81,227	\$91,227
Step 11	\$76,938	\$86,938
Step 10	\$72,650	\$82,650
Step 9	\$68,362	\$78,362
Step 8	\$64,074	\$74,074
Step 7	\$59,786	\$69,786
Step 6	\$55,498	\$66,497
Step 5	\$51,210	\$63,281
Step 4	\$46,922	\$60,065

#### **ARTICLE V - VACATION TIME**

- A. Employees shall be granted vacation leave as follows:
1. After one (1) year of completed service and up to five (5) years of completed service - 80 hours of vacation.
  2. After five (5) years of completed service and up to ten (10) years of completed service - 120 hours of vacation.
  3. After ten (10) years of completed service and up to fifteen (15) years of completed service - 160 hours of vacation.
  4. After fifteen (15) years of completed service - 200 hours of vacation.
- B. Vacation time may be used at the employee' discretion at anytime during the calendar year, with prior approval of the Police Chief or his/her designee. Any employee with scheduled vacation leave or other time off will not have that time off cancelled because of a work schedule change.
- C. The vacation year is January 1st through December 31st.
- D. Employees shall not be permitted to carry forward vacation leave, except under the following situations:
1. If the employee is denied a request to use their leave time by the Chief or designee and there is not reasonably sufficient time for the employee to use the leave time where difference lies to the employee.
  2. An employee is on an extended period of approved leave time, which there is not reasonably sufficient time for the employee to use their accrued leave time. All differences fall to the employee.

3. If an employee has accrued vacation leave time at the end of the year, the employer shall have the sole authority to either pay the employee the value of the accrued leave or permit the employee to carry forward said time into the following year.

4. Officers that have accrued vacation leave as of the execution of this Agreement shall be permitted to continue to carry this time forward without limitation.

- E. A weeks' vacation shall be taken in one week increments and may be divided by the employees natural days off. (i.e. a member may take 2 days vacation, then their natural days off according to the schedule, and take the remaining 3 vacation days.)
- D. Any employee who is eligible for 160 hours or more vacation in a particular year may, at his sole option, choose to convert a 40 hours of vacation into individual days off.
- E. Any employee with scheduled vacation or other time off will not have that time off canceled because of a schedule change by management unless in the event of a declared state of emergency, or personnel changes in the Department due to promotions.

#### **ARTICLE VI - SICK TIME**

- A. Each officer shall be entitled to 80 hours sick time per calendar year. There will be unlimited cumulative sick time. Sick hours not used in a calendar year shall be accumulated up to 720 hours to be taken consecutively, immediately prior to the officers retirement date; such retirement date being in accordance with the New Jersey State Police and Fireman's Retirement Pension System. (For purposes of this article, a day is considered 8 hours). Paid sick hours, exceeding 80 hours in a calendar year will be deducted from the number of days accumulated to date. A

doctors notice for absences of three (3) or more consecutive days will be required to determine appropriate disposition of absence.

- B. Sick hours accumulated over the maximum amount may be sold back yearly on a per diem basis. As of September 1st of each calendar year, each covered member will notify the payroll department in writing of their intent to sell back time and the number of hours to be sold. Each member will receive payment for these hours on the last pay in January of the following year. However, there shall be no accumulation for use prior to retirement other than the specified amount in Article VII - Sick Time paragraph A.
- C. Once an employee has reached the maximum amount of accrued hours and decided not to sell back any portion or all of the next 80 hours, he can carry the extra hours to be used for sick time or sell back at retirement at the earned rate.
- D. Specifically excluded from this Article is any time lost for injuries sustained while on duty including any time spent in the hospital and any recuperative time after hospitalization resulting from such injuries. Any sick time accumulated prior to the signing of this Agreement will be retained by the member.
- E. The Borough will pay the base salary and benefits of any employee who because of an illness or injury arising out of the performance of his or her duties, is unable to perform his or her usual and customary employment for the period of work disability, such period shall not exceed one year for any illness or injury arising out of the same cause or incident; provided, however, that any amount of workers compensation insurance checks received by the employee shall be forwarded to the Borough. After the one year period has expired it is to be reviewed by the governing body to decide if more time shall be allotted to the employee.

## **ARTICLE VII - MEDICAL**

- A. The Borough shall provide coverage in accordance with the New Jersey State Health Plans for all members of the police department by this Agreement and his or her eligible dependents with a contribution by the officer as set forth in Chapter 78, P.L. 2011.
  
- B.
  - 1. Former bargaining unit employees who retired on or before January 1, 2012, shall be subject to the premium cost sharing provisions in effect under the parties' collective bargaining agreement as applicable to retirees at the time of retirement.
  
  - 2. Any employee hired prior to January 1, 2012, with 20 or more years of pensionable law enforcement service as of June 28, 2011 and who subsequently retires with at least eighteen (18) years of service with the Borough and 25 years or more of pensionable law enforcement service in a State administered retirement system shall not contribute to their health benefits upon retirement.
  
  - 3. Any employee hired prior to January 1, 2012, who retires with 25 years or more of pensionable law enforcement service in a State administered retirement system or a work related disability pension and with at least eighteen 18 years of service with the Borough shall receive health benefit coverage for the employee and eligible dependents at the contribution cost set forth in Chapter 78, P.L. 2011.
  
  - 4. Any employee hired on or after January 1, 2012, who retires with 25 years or more of service with the Borough and 25 years or more of pensionable law enforcement service in a State administered retirement system shall receive health benefit coverage for the employee and eligible dependents at the contribution cost set forth in Chapter 78, P.L. 2011.
  
- C. The Employer instituted a Section 125 Plan so that contributions will be considered pre-tax deductions.

- D. It at any time the Borough changes health benefit carriers, the Borough must provide substantially similar health plans.
- E. The Borough shall also provide, in the event the members' health insurance carrier declines payment, each member coverage for yearly complete physical, to include eye examination, blood work, titer test, E.K.G., stress test, x-rays, hearing test, urinalysis and immunizations. In the event of partial payment by the members' health insurance carrier, the Borough shall pay the difference.
- F. 1. The Borough shall provide the Dental and Eye Care Plan at no premium cost to the officer or his/her eligible dependents, except as required, if applicable, in accordance with Chapter 78, P.L. 2011.
2. The Borough shall also provide officers and their dependents with a Prescription Plan at no premium cost to the officer or his/her eligible dependents, except as required, if applicable, in accordance with Chapter 78, P.L. 2011.
3. Said coverages in this provision shall be provided for said officer and eligible dependents until death. Said agreed plans will be:
1. Prescription Plan - Bollinger  
PCS Card \_ \$5.00 co-pay generic/\$10.00 co-pay name brand and no co-pay mail order;
  2. Dental Plan - Direct Dental (Blue Cross and Blue Shield)
  3. Eye Care Plan - Vision Service Plan - Plan A  
Non-deductible Plan
- G. The Borough shall also provide cost coverage for any employee of the police department who shall suffer from a serious communicable disease and shall be treated with presumption that the disease was contracted on the job. Police, hospital and physician records to be used to verify.

## **ARTICLE VII - COURT**

A. For any day or night in any Municipal Court while not on duty, each member of the police department who appears in one or more matter, after being subpoenaed to any Municipal Court stemming from an incident occurring while in the performance of duty, therein shall receive \$90.00 in 2006 and 2007. Effective January 1, 2008 and thereafter, officers shall no longer receive payment for court duty, but shall receive one (1) compensatory day per month based on their current work day.

1. For any attendance in County, State or Federal Court, which requires both morning and afternoon attendance, the Borough shall provide a meal allowance in an amount not to exceed fifteen (\$15.00) dollars. In addition, for any attendance in County, State or Federal Court, the Borough shall provide reasonable parking costs, plus one (1) day off, or a day's wages as per the officer's choice; for time other than Municipal Court when in Court on own time. Where an officer is placed on a stand-by status for any length of time, while not on duty, same shall receive fifty (\$50.00) dollars per day.

2. It is understood that a minimum of two (2) officers will be on patrol duty during any Municipal Court Session.

B. Any former member of this police department either one who has retired or discontinued employment, will be paid the current years court wages as defined above after being properly subpoenaed to appear.

## **ARTICLE IX – UNIFORMS**

A. If a member's duty assignment is changed during the course of the year requiring a change in the type of uniform that must be worn, and it is necessary for the member to purchase new or additional uniforms or clothing, the Borough will pay the cost of such new uniforms or clothing.

- B. It is also understood that if there is a decision by the Borough or one of its officials to change the style or type of uniform to be worn by the members which make parts or all of the uniforms previously purchased unacceptable to the Borough, then the Borough will supply each member with the initial quantity of new uniforms.
- C. In order to maintain uniformity throughout the department, all uniforms shall be purchased from the supplier designated by the Chief of Police. A member at his or her option may purchase accessories from a supplier other than that chosen by the Chief or Police as long as the accessory is the same make and model chosen by the Chief of Police. Any equipment may be purchased as long as same can be used on or off duty, and for training purposes; including but not limited to off duty weapons, study materials, practice ammo, office equipment, etc.

#### **ARTICLE X - REPLACEMENT OF UNIFORMS & PERSONAL PROPERTY**

The Borough shall replace damaged uniform, or part of, or equipment damaged while in the performance of duty, which is non-serviceable, with no deduction from the officer's clothing expense allotment. The Borough shall also replace any personal property of any officer for this department, damaged while in the performance of duty to include but not limited to: watch, eyeglasses, contact lens, sunglasses and off-duty weapon. Any restitution ordered by a Court of Law shall be given to the officer, if replacement has not been made by the Borough. If replacement has been made, the restitution shall be surrendered to the Borough.

#### **ARTICLE XI - USE OF PERSONALLY OWNED VEHICLE**

In accordance with the Ordinances fixing the salaries and compensation to be paid to the officers and employees of the Borough of Haddon Heights, any member of the Police Department who, at any time shall use his own automobile on police business, shall be reimbursed for operation expenses, at the rate established in said Ordinance, that being the current I.R.S. rate. Reimbursement rate will reflect

any change in the I.R.S. rate at the start of each calendar year covered by this Agreement.

## **ARTICLE XII – OVERTIME**

- A. In accordance with the Ordinance fixing salaries and compensation to be paid to the officers of the Police Department, overtime shall be paid for any time worked over the Police Officers regular schedule, excluding Court Time. The hourly rate of overtime shall be calculated by dividing the Police Officers annual salary by 2080 hours and multiplying the results by one and one-half (1 ½).
- B. Any assignment, while not on regular duty, shall be treated as overtime for the number of hours specified. This is to include, but not limited to, Board of Education functions, athletic or social events, bank duty and traffic control situations.
- C. Any officer ordered to report for an assignment, will receive a minimum of two (2) hours overtime.
- D. Only officers employed full time and covered by this contract will be allowed to work overtime assignments to include the following but not limited to:
  - 1. BOE assignments
  - 2. Road construction assignments
  - 3. DWI patrol
  - 4. Mobile inspection teams minimum three (3) full time employees
  - 5. Any overtime requested by a business or resident of the Borough
- E. Any overtime assignment canceled less than one (1) hour before an officers scheduled reporting time will result in that officer receiving four (4) hours overtime pay.
- I. Any officer working under an assignment noted in subparagraph D, excluding BOE will be guaranteed four (4) hours overtime pay.

### **ARTICLE XIII - INJURY ON DUTY (I.O.D.)**

- A. Officers injured in the line of duty shall be fully compensated for a period of one (1) year or until certified "fit for duty" by a physician selected by the Borough or by the Worker's Compensation Carrier, whichever event occurs first.
- B. Officers receiving injury compensation shall be subject to report for light duty if required by the Chief of Police after certification of same by a physician selected by the Borough. Such periods of salary payments to any officer injured in the line of duty shall be governed by the New Jersey Worker's Compensation Laws. In consideration of the full compensation paid by the Borough, the officer shall turn over the Worker's Compensation temporary disability check to the Borough.
- C. The Borough shall have the right to order a physical examination by any licensed osteopathic physician, medical doctor or specialist, as it deems necessary, of any injured officer. The costs of any such examination will be the obligation of the Borough.

### **ARTICLE XIV - TERMINATION OF SERVICE**

- A. Notwithstanding anything to the contrary, an officer who terminates service or who is terminated with the Borough shall be entitled to receive, at his sole option, payment in one lump sum for any accrued and unused vacation, compensatory time and sick leave subject to the maximum accumulation of and deductions from any said leave provided by this Agreement. The employee will be entitled to payment for all personal days and vacation days that are awarded at the start of the new year.
- B. Payment for sick and compensatory time may be on a pro-rated basis. For purposes of pro-rating, sick time shall be 6.50 hours/month; compensation time shall be twelve (12) hours/month. No vacation time will be paid to an officer who

terminated service or who is terminated within one year of the officer's employment date.

#### **ARTICLE XV - CONTRACT COVERAGE**

A. This Agreement shall not apply to any individual in the employment of the Borough of Haddon Heights in any capacity, other than:

- a. Sergeant;
- b. Detective;
- c. Patrolmen.

and any such service other than Sergeant, Detective and Patrolmen, shall not be counted in regards to any benefit due hereunder.

#### **ARTICLE XVI- AGENCY SHOP ACT**

- A. The Employer agrees to deduct an amount equal to eighty-five percent (85%) of the annual regular dues, fees and assessments charged by the P.B.A. to its regular members, less the cost of any member only benefits provided by such fees in accordance with N.J.S.A. 34:13A-5.55.8.
- B. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association.
- C. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the employee or require the employer to take any action other than to hold the fee in escrow pending resolution of the appeal.
- D. The Association shall indemnify, defend, and save the employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the employee in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the

Association to the employee, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such charged deduction.

#### **ARTICLE XVII - COMPENSATION DAY**

- A. Each Officer working 12 hour shifts will receive 144 hours of compensation time annually along with 12 additional hours for each day scheduled to work over 182 days in a calendar year.
  
- C. It is further agreed that his/her earned compensatory time can be used at anytime, at the discretion of the officer, with approval of his/her shift supervisor.

#### **ARTICLE XVIII – EDUCATION**

Officer will be reimbursed for tuition and registration for any matriculated police science degree program up to \$8,000 for the entire department per year; however, a "C" average must be maintained. Said officer shall also be reimbursed after successful completion of said courses. The \$8,000 shall be divided among the eligible degrees. Reimbursement is limited up to the completion of a Bachelor's Degree program. Officers with at least one Bachelor's Degree are not eligible for this benefit. Any officer who leaves the Borough's employ within two year of receiving payment for tuition and registration shall be required to reimburse the Borough for the full amount of the paid tuition and registration. However, officers who are currently matriculated shall not be subject to this reimbursement.

#### **ARTICLE XIX - OFFICER IN CHARGE (O.I.C.)**

- A. In the absence of the Shift Supervisor, both in the Patrol Division or Detective Bureau for ninety (90) consecutive calendar days, the most senior Patrolman or Detective shall be granted the same salary as the Shift Supervisor. (For the purpose of this article, absence shall be defined as: Not present to supervise the shift).

- B. Each officer entitled to receive O.I.C. pay will submit in writing a listing of the dates reverting back to the first day, to which the officer is entitled to O.I.C. pay. This letter to be submitted by the First day of November. Payment will be made to the officer on the last pay in November. Said payments shall be made in a separate check from all other compensation received.

## **ARTICLE XX - SPECIAL LEAVE OF ABSENCE**

### **A. MILITARY LEAVE**

Any officer of the police department who is a member of the organized Reserve of the Army of the United States, Naval Reserve, United States Air Force, or United States Marine Corps Reserve, or other organization affiliated herewith is entitled to leave of absence from his respective duty without loss of pay or time on all days on which he is engaged in training. A full pay shall be paid.

### **B. NATIONAL GUARD**

All full time employees of the Police Department who are members of the National Guard are entitled to leaves of absence from work without loss of pay or time, on all days they are engaged in training or active duty. The parties hereto acknowledge that the law requires the Borough only to pay the difference between the Borough salary and military pay in the event of a leave made necessary by the Order of the Governor.

The Borough agrees to continue to pay full salary to any police officer who is absent from work due to training or active duty in consideration of any such officer making his or her best effort to schedule such absences so as not to negatively impact the staffing and/or scheduling needs of the department.

### **C. VACATION LEAVE**

The aforementioned leaves will be in addition to regular allowed vacation leave.

### **D. DEATH LEAVE**

1. In the case of death in an employees immediate family, payment for absence will be approved for:

- a. Parents (or person who has taken place of parent)
  - b. Spouse
  - c. Child or step child
  - d. Brothers or sisters
  - e. Spouses parents
  - f. Relative or in law who lives in the same household
2. Ordinarily, such approval will not exceed five (5) days, but may, under special circumstances be extended, at the discretion of the Governing Body.
3. In the case of death of a relative not in the immediate family, the time excused will not exceed two (2) days but may, under special circumstances be extended, at the discretion of the Governing Body:
- a. Grandparent
  - b. Aunt or uncle
  - c. 1st cousin
  - d. Brother or sister in law

E. POLICE ORGANIZATION REPRESENTATIVES

Employees covered by this Agreement who are duly elected and authorized representatives of P.B.A. #328, will be excused from work to attend State and National conventions/meetings of said organization pursuant to N.J.S.A. 40A: 14-177, upon written request by the employee certifying his position in the organization, signed by the President of the local organization.

**ARTICLE XXI - GRIEVANCE PROCEDURE**

A. PURPOSE

It is the policy of the Borough and the members that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. Informal settlements at any step shall bind the immediate parties to the settlement, but shall not be precedent in a later grievance proceeding.

B. DEFINITION

The term "grievance" means a complaint or claim that there has been an improper application, interpretation or violation of this Agreement, any Borough policy governing the members of any administration's decision affecting any member or members of this department. A "Policeman" is any full time person in the Unit covered by this Agreement. An "Aggrieved Party" is the policeman or group of policemen who submit a grievance or on whose behalf it is submitted.

C. SUBMISSION OF GRIEVANCE

Before submission of a written grievance, the aggrieved party must attempt to resolve it informally. Each grievance shall be submitted in writing and shall identify the aggrieved party, the provisions of the Agreement involved in the grievance, the time when and place where the alleged events or conditions constituting the grievance existed, and if known the identity of the person(s) responsible for causing such events or conditions, and a general statement of the grievance and redress sought by the aggrieved party. A grievance shall be deemed waived unless it is submitted within thirty (30) days after the aggrieved party knew or should have known of the events or conditions on which it is based. A policeman or group of policemen may submit grievances which affect them personally and shall submit such grievances to the Chief of Police.

D. GRIEVANCE PROCEDURE

The Chief of Police shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response of the Chief of Police or if no response is received within one (1) calendar week after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the Mayor and Council. The Mayor and Council or its designated Council Members shall upon request, confer with the aggrieved parties with respect to the grievance and

shall deliver to the aggrieved parties a written statement of its position with respect to it no later than two (2) weeks after it is received by them.

E. RIGHTS OF EMPLOYEES

Any aggrieved person may be represented at all formal steps of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association (P.B.A. Local #328). If the employee is dissatisfied with the decision of the Mayor and Council, the employee or the Association may request the appointment of an arbitrator. Such request to be made known to the Chief of Police no later than forty-five (45) days after the decision in writing of the Mayor and Council was made known to the employee or his representative.

F. PROCEDURE

The following procedure will be used to secure the service of an arbitrator.

1. A joint request will be made to the Public Employees Relations Commission (hereinafter referred to as PERC) to submit a roster of persons qualified to function as an arbitrator in the dispute in question;
2. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request PERC to submit a second roster of names;
3. If the parties are unable to determine within ten (10) working days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, PERC may be requested by either party to designate an arbitrator;
4. The arbitrator shall limit himself to the issue submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Borough. The recommendations of the arbitrator will be binding on both parties. Only

the Mayor and Council and the aggrieved and his representatives shall be given copies of the arbitrator's reports of findings and recommendations. Failure at any step of this procedure to communicate the decision on a grievance within the specific time limits shall permit the aggrieved policeman to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. It is understood that policeman shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations until such grievance and any effect thereof shall have been fully determined.

#### **ARTICLE XXII - MUTUAL EXCHANGE**

Each member of this Contract shall be able to exchange a scheduled tour of duty with another member for such reasons as attending schools or personal reasons, providing that shift supervisors of both members are aware and approve.

#### **ARTICLE XXIII - TRAINING DAYS**

When attending any police related schools, seminars or in-service training session, while off duty and officially assigned, that member shall receive a compensation day, at the discretion of the member.

#### **ARTICLE XXIV - AGREEMENT BETWEEN PARTIES**

The Borough, pursuant to Public Employment Relations Commission, recognize the Policeman's Benevolent Association Local #328 for the purposes of collective negotiations for all employees employed by the Borough of Haddon Heights, but excluding the Chief of Police, Captain, Dispatchers, Crossing Guards, and all other employees employed by the Borough, professional employees, non-police personnel, confidential employees, firefighters and supervisors within the meaning of the New Jersey Employer-Employee Relations Act.

#### **ARTICLE XXV - RETENTION OF BENEFITS**

All the powers, rights, duties, responsibilities, benefits and authority that the parties had prior to the signing of this Agreement are retained by the parties, except those and only to the extent that they are specifically modified by this Agreement, and are not contrary to Public Policy, nor a law of the State of New Jersey.

#### **ARTICLE XXVI - ADEQUATE MANPOWER**

It is agreed that on each shift, a minimum of two (2) officers covered by this Agreement will be on motorized patrol duty, not to be part of any dispatch assignment or duty.

#### **ARTICLE XXVII - ON CALL DETECTIVES**

Effective January I, 2008, every Detective will receive 1.4% of the officer's base wage for being required to be on-call in the Detective Bureau. Said Detective shall be deemed on duty upon acknowledgment of an assignment.

#### **ARTICLE XXVIII - POLICE SCHEDULE**

- A. It is agreed that the current 12 hour schedule rotation will not be altered unless approved by the Governing Body and the Bargaining Unit. If the schedule is changed and two (2) officers have time scheduled off at the same time none of this time can be canceled.  
(See Vacation Article VI).
- B. It is agreed that Detectives and School Resources Officers shall be required to work an average forty-two (42) hour work week with at least two (2) schedule days off.
- C. Any Platoon change for each calendar year will be prepared and presented by the

Chief of Police by October 1 of the preceding year. It is agreed that the terms and conditions of this Agreement shall remain in full force and effect during negotiations for a successor agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals in the Borough of Haddon Heights, New Jersey on the 1<sup>st</sup> day of May, 2012.

HADDON HEIGHTS POLICEMEN'S  
BENEVOLENT ASSOCIATION LOCAL NO 328

BOROUGH OF HADDON HEIGHTS

By: [Signature]

By: [Signature]  
Mayor Edward S. Forte, Jr.

By: Thomas Kelly 1847

By: [Signature]  
Public Safety Director

By: [Signature] #1852

By: Joan D. Moreland  
Borough Clerk